IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

EXECUTION APPLICATION NO.49 OF 2005
IN
SUMMARY SUIT NO.2677 OF 2001

Peeraram Harjiji Modi Plaintiff

versus

M/s.M.Guru Controls Defendants

Mr.H.V.Chande for plaintiff.

Mr.D.Mitra for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 10th April 2006

PC :

1. During pendency of this Execution Application the defendants have paid some amount and which is in part payment of the decretal amount. The amounts so far received by pay orders are mentioned in clause-1 of the consent terms. The balance sum under the decree is to be paid in the manner set out in clause-2 and upon it’s receipt it is provided that the decree would be marked satisfied, the attachment levied on the property of the defendant would be raised and the

execution application would stand disposed of. If a single default is committed in payment of the balance sum under the decree, then the decree holder is at liberty to proceed and execute the decree by selling the property which is attached by this Court.

2. The terms have been duly explained and interpreted to the parties. They have signed under the same. The Director of defendants as well as Advocate has signed the terms, so also the plaintiff and his advocate.

3. Consent terms taken on record. Order in terms of consent terms. Needless to state that the attachment would continue till the amounts mentioned in clause-2 are paid.

4. In view of this order, Chamber Summons No.1310 of 2005 taken out by defendants is dismissed as not pressed. So also Review Petition No.24 of 2005 is also disposed of in the light of above order.

(S.C.DHARMADHIKARI, J.)